

**SERIAL 10143 IGA RYAN WHITE PART A-AIDS DRUG ASSISTANCE PROGRAM
PHARMACEUTICALS**

DATE OF LAST REVISION: December 03, 2010

CONTRACT END DATE: June 30, 2011

**CONTRACT PERIOD BEGINNING DECEMBER 01, 2010
ENDING JUNE 30, 2011**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for RYAN WHITE PART A-AIDS DRUG ASSISTANCE
PROGRAM PHARMACEUTICALS**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Intergovernmental Agreement between the Department of Workforce Management & Development and the Arizona Department of Health Services C-31-11-001-3-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9483401.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

C-31-11-004-3-00

When Recorded Return to:

Rose Conner
 Maricopa County Department of Workforce Management
 and Development
 401 W. Jefferson Street
 Phoenix, Arizona 85003

10 FILE
ADHS
Pharmaceuticals
Contract File
Contract

INTERGOVERNMENTAL AGREEMENT AMENDMENT
 MARICOPA COUNTY

by and through the

DEPARTMENT OF WORKFORCE MANAGEMENT AND DEVELOPMENT,
 RYAN WHITE PART A PROGRAM
 401 W. Jefferson Street, Phoenix, AZ 85003

1. Agreement No: _____ 2. Agreement Type: _____
 3. Agreement Amount: Not to exceed \$ 1,500,000.00 3. Purpose: AIDS Drug Assistance Program (ADAP)
 4. Start Date: 07/01/2010 5. Expiration Date: 06/30/2011

This Agreement is entered into by and between Arizona Department of Health Services, referred to hereinafter as Contractor, and Maricopa County by and through its Department of Workforce Management and Development, referred to hereinafter as county. Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein and in:

Section I	-	General Provisions	Section III	-	Work Statement
Section II	-	Special Provisions	Section IV	-	Compensation

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Maricopa County, or the Contractor, in any State or Federal Court.

Legal Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

Notice to Contractor: Arizona Department of Health Services (Judy Norton, Office Chief) Phone: (602) 364-4698
Address: 150 No. 18th Ave., Suite 110, Phoenix, AZ 85004

Notice to Department: Rose Conner, Program Manager
Address: 401 W. Jefferson Street, Phoenix, AZ 85003

Phone: (602) 372-7091

IN WITNESS WHEREOF, the parties enter into this Agreement:

MARICOPA COUNTY BOARD OF SUPERVISORS

ARIZONA DEPARTMENT OF HEALTH SERVICES

BY: _____

Chairman

Maricopa County Board of Supervisors

Date

BY: _____

Acting Chief Procurement Officer

Date

ATTEST

Clerk of the Board of Supervisors

Date

Date

ADHS HG152058

Arizona Secretary of State

Date

of work; 4) the required deliverables; 5) a list of any outstanding due dates; and 6) the total funds available to the provider for utilization at that time. The Task Order must be signed by the Ryan White Part A program manager and a representative from the provider entity.

- O. Unit of Service: For purposes of this IGA, a unit of service equals 1 approved prescription purchased for 1 eligible client.

3. GENERAL REQUIREMENTS

- A. The terms of this Contract shall be construed in accordance with Arizona law. Any action thereon shall be brought in the appropriate court in the State of Arizona.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding Unemployment Insurance, Disability Insurance, and Workers' Compensation.

4. AMENDMENTS

All Amendments to this Contract must be in writing and signed by both parties.

5. ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6. RETENTION OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County or Federal or State auditors and any other persons duly authorized by County shall have full access to, and the right to examine, copy and make use of any and all said materials.

7. ASSIGNMENT / SUBCONTRACTING

No rights, liability, obligations or duties under this contract may be assigned, delegated or subcontracted without the prior written approval of County.

8. AUDIT DISALLOWANCES

- A. The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.
- B. If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim

13. TERMINATION

- A. County or the Contractor may terminate this Contract at any time with thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein. Also, the cancellation provisions of A.R.S. § 38-511 apply to this agreement.
- C. County may terminate this Contract upon twenty-four (24) hours notice when County deems the health or welfare of a client is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

14. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

15. STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be mutually agreed upon by both parties through a contract amendment.

16. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, County may annul this contract without liability.

17. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract and shall occur consistent with Work Statement 5.F

18. RIGHTS IN DATA

The parties hereto shall have the use of data and reports resulting from this Contract without cost or other restriction except as may otherwise be provided herein or by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

19. NON-DISCRIMINATION

Neither party in connection with any service or other activity under this Contract shall in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

- 4) Has not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause of default.
- B. Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- C. The Contractor agrees to include, without modification, this certification in all lower tier covered transactions (i.e., transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4. INSURANCE

- A. The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below.
- B. The Arizona Department of Health Services is self-insured for liability per A.R.S. 41-621.

5. SPECIAL REQUIREMENTS

- A. The Contractor shall adhere to all applicable requirements of the Ryan White HIV/AIDS Treatment Modernization Act of 2006, Parts A.

6. CERTIFICATION OF CLIENT ELIGIBILITY

- A. The Contractor agrees to certify for eligibility all clients seeking services supported by Phoenix EMA Ryan White Part A Program funds. Such certification as detailed below shall be conducted at least every six months of service. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:
1. Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the Phoenix EMA Ryan White Parts A Program Policy and Procedure Manuals.
 2. Documentation in the client's chart that no health and/or other forms of insurance are in effect for the client which cover the cost of services available through this program.
 3. Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.
 4. Documentation in the client's chart of current residence in the Eligible Metropolitan Area (EMA) of Pinal and Maricopa Counties, known as the Phoenix EMA and verification by Contractor, as detailed in the Ryan White Part A Program's Policy and Procedure Manual and Part B's eligibility for the AIDS Drug Assistance Program. Post Office Boxes are not acceptable proof of residence.
 5. Documentation of client charges consistent with sliding scale specified on the following chart unless County waives charges.

Client Income	Fees For Service
Less than or equal to 100% of the official poverty line	No fees or charges to be imposed
Greater than 100%, but not exceeding 200%, of the Federal Poverty Guidelines	Fees and charges for any calendar year may not exceed 5% of the client's annual gross income **
Greater than 200%, but not exceeding 300%, of the Federal Poverty Guidelines	Fees and charges for any calendar year may not exceed 7% of client's annual gross income
Greater than 300% of the Federal Poverty Guidelines	Fees and charges for any calendar year may not exceed 10% of client's annual gross income

performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.

- C. In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.
- D. Confidential communicable disease related information may only be disclosed as permitted by law, and consistent with the Phoenix EMA Ryan White Part A Program Policy and Procedure Manual as well as Arizona Revised Statutes and the Arizona Administrative Code.

12. EQUIPMENT

- A. To the extent possible, all equipment and products purchased with grant funds should be American-made.
- B. The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment, in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.
- C. The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered unusable or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment to the Part A Administrative Offices.

13. LAWS, RULES AND REGULATIONS

The Contractor understands and agrees that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

14. RESTRICTIONS ON USE OF FUNDS

- A. The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

1. SERVICE CATEGORY:

AIDS Pharmaceutical Assistance Program Part B (ADAP).

2. SERVICE GOAL

To provide eligible HIV/AIDS clients access to approved pharmaceutical assistance.

3. SERVICE OBJECTIVES/ACTIVITIES

Contractor shall provide drug assistance for eligible Ryan White program participants. Task Orders authorizing services under this contract will be forwarded upon execution of this Contract. Upon return of the signed Task Order, Ryan White Part A will transfer funds to the Ryan White Part B. ADAP will be responsible for reporting funds to HRSA.

3. CONDITIONS OF AWARD

Maricopa County Department of Workforce Management and Development requires all contractors to comply with Conditions of Award (COA) as part of the contracting process. Information from the COA is utilized in planning and service coordination and is mandatory that all contractors submit COAs by the due date. Reimbursements will be held until all Conditions of Award have been submitted to the Part A Program Administrative Offices. A detailed listing of Conditions of Award is included in the Ryan White Part A Program Policies and Procedures manual, and as an attachment with the first Task Order issued for each grant year.